

Student's Name: _____ Grade Level: _____

LoneStar Volleyball Club, LoneStar Volleyball Academy, LoneStar Beach, Frisco Youth Volleyball League, Game Crawl, BubbleSmash.



RELEASE AND INDEMNITY AGREEMENT

This Release and Indemnity Agreement ("Agreement") is dated as of _____, 20__, and is given by _____, individually (the "Adult Participant"), and as parent or legal guardian for and on behalf of _____, a minor (the "Child Participant"; together with the Adult Participant, the "Participant"), to, in favor of and for the benefit of the Protected Parties as defined by the Release and Indemnity Agreement.

As valid consideration for entry into and participation in the Activities (defined below) with Frisco Athletic Network, Incorporated ("FAN"), including any of those Activities that may occur in, about, or from the premises located at 10570 John W. Elliott Drive, Suite 400, Frisco, Texas, 75034 (the "Leased Premises") or any other premises wherever located, the Participant agrees as follows:

1. Release of Claims. To the fullest extent permitted by law, the Participant (and on behalf of his or her heirs, executors and representatives) hereby **RELEASES** FAN, SeaCal Frisco, LLC, which is the owner of the Leased Premises ("SeaCal"), SeaCal's mortgagee(s) and management company of the Leased Premises, and any affiliates or subsidiaries of the foregoing, and all of their respective officers, directors, shareholders, members, managers, partners, agents, employees, contractors, and representatives (collectively, the "Protected Parties") from and against all liabilities, losses, damages, claims, demands, actions, suits, costs, fees, and expenses (including reasonable attorney's fees and court or other costs) relating to, resulting from, or arising out of or alleged to have arisen out of (in whole or in part) any bodily injury to or death of the Participant or damage to or loss of the Participant's property **(a)** during or relating to the Participant's participation, whether actively or passively, in any training, competition, event, or program sponsored by or affiliated with FAN or any of the other Protected Parties (collectively, the "Activities"), or **(b)** occurring in, about, or from any premises (including the Leased Premises) where any of the Activities are taking place, conducted, or performed by the Participant or anyone else, or in transportation to and from any of the Activities. **THE RELEASE CONTAINED IN THIS PARAGRAPH WILL APPLY EVEN IF ANY SUCH INJURY OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR STRICT LIABILITY OF THE PROTECTED PARTIES OR THE PARTICIPANT, BUT WILL NOT APPLY TO THE EXTENT ANY SUCH INJURY OR DAMAGE IS CAUSED BY THE WILLFUL MISCONDUCT OF THE PROTECTED PARTIES.**

2. Indemnity. The Participant (and on behalf of his or her heirs, executors and representatives) agrees to **INDEMNIFY, DEFEND, AND HOLD HARMLESS** the Indemnified Persons from and against all claims, actions, suits, losses, liabilities, damages, fines, penalties, liens, judgments, settlements, proceedings, costs, fees, and expenses (including reasonable attorney's fees and court or other costs) of any nature whatsoever for or relating to death, bodily injury or property damage resulting from, relating to, or caused by (whether in whole or in part) any of the following matters: (i) the Participant's acts, omissions or presence on or about any part of the Leased Premises or other premises where Activities are taking place, conducted, or performed by the Participant or anyone else, (ii) the Participant's active or passive participation in, or observance of, any of the Activities; and (iii) the Participant's use of any fixtures, equipment or personal property in, on or about Leased Premises or other premises where Activities are taking place, conducted, or performed by the Participant or anyone else. **THE INDEMNITY CONTAINED IN THIS PARAGRAPH WILL APPLY EVEN IF ANY SUCH INJURY OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR STRICT LIABILITY OF THE PROTECTED PARTIES OR THE PARTICIPANT, BUT WILL NOT APPLY TO THE EXTENT ANY SUCH INJURY OR DAMAGE IS CAUSED BY THE WILLFUL MISCONDUCT OF THE PROTECTED PARTIES.**

3. Authority. As the parent or legal guardian of the Child Participant, I represent to the Protected Parties that I have legal capacity and authority to act for and on behalf of the Child Participant, and I agree to **INDEMNIFY, DEFEND, AND HOLD HARMLESS** the Indemnified Persons from and against all claims or liabilities as a result of or relating to any insufficiency of my legal capacity or authority to act for or on behalf of the Child Participant in the execution of this Agreement.

4. Acknowledgment and Understanding. The Participant represents to the Protected Parties that he or she thoroughly understands that this is a complete and final release and indemnity agreement, that he or she is voluntarily entering into this Agreement, and that no representations, promises or statements made by any of the Protected Parties has influenced the Participant in causing him or her to sign this Agreement. The Participant further agrees that there are no oral agreements, representations, promises or warranties that are not expressly set forth in this Agreement.

5. Miscellaneous. This Agreement (i) and all matters arising under or relating to this Agreement, shall be governed by, and construed and interpreted in accordance with, the laws of the State of Texas; (ii) constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements (whether written or otherwise) relating to such subject matter; (iii) is binding not only on the Participant, but also his or her heirs, executors and representatives; and (iv) will not be construed more or less favorably between the parties by reason of authorship or origin of language. If a provision in this Agreement is unenforceable for any reason, this Agreement is to be construed as if the unenforceable provision is not a part of the Agreement.

The Participant is signing this Agreement as of the date stated in the introductory clause.

PARTICIPANT:

(parent's signature) _____ (print name), individually,
and as Parent or Legal Guardian for the Child Participant named in the introductory clause.



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pure ADRENALINE. pure VOLLEYBALL.